

BEFORE THE BOARD OF MEDICAL EXAMINERS

IN THE STATE OF ARIZONA

In the Matter of

MARTIN C. SHEEHY, M.D.

Holder of License No. 13717
For the Practice of Medicine
In the State of Arizona.

Case No: MD-01-0195

**CONSENT AGREEMENT FOR ORDER
OF PROBATION**

By mutual agreement and understanding, between the Arizona Board of Medical Examiners ("Board") and Martin C. Sheehy, M.D. ("Respondent") the parties agree to the following disposition of this matter.

1. Respondent acknowledges that he has read this Consent Agreement and the stipulated Findings of Fact, Conclusions of Law and Order; and, he is aware of and understands the content of this document.

2. Respondent understands that by entering into this Consent Agreement for the issuance of the foregoing Order, he voluntarily relinquishes any rights to a hearing or judicial review in state or federal court on the matters alleged or to challenge this Consent Agreement and the Order in its entirety as issued by the Board and waives any other cause of action related thereto or arising from said Order.

3. Respondent acknowledges and understands that this Consent Agreement and the Order will not become effective until approved by the Board and signed by its Executive Director.

4. All admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, said admissions by Respondent are not intended

1 or made for any other use, such as in the context of another state or federal government
2 regulatory agency proceeding, civil or criminal court proceeding, in the State of Arizona or
3 any other state or federal court.

4 5. Respondent acknowledges and agrees that, although the Consent
5 Agreement has not yet been accepted by the Board and issued by the Executive Director,
6 upon signing this agreement, and returning this document (or a copy thereof) to the
7 Board's Executive Director, Respondent may not revoke his acceptance of the Consent
8 Agreement and Order or make any modifications to the document. Any modifications to
9 this original document are ineffective and void unless mutually approved by the parties.

10 6. Respondent further understands that this Consent Agreement and Order,
11 once approved and signed, shall constitute a public record document, that may be publicly
12 disseminated as a formal action of the Board.

13 7. If any part of the Consent Agreement and Order is later declared void or
14 otherwise unenforceable, the remainder of the Order in its entirety shall remain in force
15 and effect.

16
17 Martin C. Sheehy, M.D.
18 MARTIN C. SHEEHY, M.D.

Dated: 7-12-2001

19
20 **FINDINGS OF FACT**

21 1. The Board is the duly constituted authority for the regulation and control of
22 the practice of allopathic medicine in the state of Arizona.

23 2. Martin C. Sheehy, M.D. is the holder of License No. 13717 for the practice of
24 allopathic medicine in the state of Arizona.

1 3. On May 3, 1999, Dr. Sheehy entered into a Stipulated Rehabilitation Agreement
2 regarding his substance abuse, and entered the Board's Monitored Aftercare Program for
3 recovering physicians.

4 4. On February 9, 2001, Dr. Sheehy submitted to biological fluid testing in
5 accordance with paragraph #12 of his Stipulated Rehabilitation Agreement. Southwest
6 Laboratories, Inc. confirmed that the urine specimen provided by Dr. Sheehy was positive
7 for Benzodiazepines. Upon further analysis by Southwest Laboratories, the
8 Benzodiazepine was confirmed as Alphahydroxyelprazolam (Xanax).

9 5. Board staff interviewed Dr. Sheehy on February 21, 2001. Dr. Sheehy stated
10 that the Xanax was not prescribed by his Board-approved primary care physician, which is
11 a violation of paragraphs # 8 and 9 of his Stipulated Rehabilitation Agreement. As a result
12 of the interview, it was recommended to Dr. Sheehy that he attend an evaluation for his
13 possible relapse with the use of Xanax at Springbrook Northwest Treatment Center in
14 Newberg, Oregon.

15 6. On March 11, 2001, Dr. Sheehy entered Springbrook Northwest, and it was
16 determined that Dr. Sheehy relapsed with the use of chemical substances.

17 7. On March 22, 2001, Dr. Sheehy signed a Consent Agreement for Practice
18 Restriction in accordance with paragraph # 21 of his Stipulated Rehabilitation Agreement.

19 8. Dr. Sheehy agreed to stay at Springbrook Northwest for long-term inpatient
20 treatment and was successful discharged on June 22, 2001.

21 9. This matter was presented to the Board for its final review and approved as part
22 of its public meeting agenda on July 18, 2001.
23
24

25 **CONCLUSIONS OF LAW**

1 1. The Board possesses jurisdiction over the subject matter and over Martin C.
2 Sheehy, M.D.

3 2. Pursuant to A.R.S. §§ 32-1403(A)(5), 32-1451(F) and 32-1452(A), the Board
4 may enter the following order.

5
6 **ORDER**

7 IT IS HEREBY ORDERED THAT Dr. Sheehy's license shall be placed on probationary
8 status for five (5) years with the following terms and conditions:

9 A. Dr. Sheehy shall promptly participate in the Monitored Aftercare
10 Program ("MAP") for the treatment and rehabilitation of physicians who are impaired by
11 alcohol or drug abuse. The terms and conditions of MAP are as follows:

12 B. Dr. Sheehy shall submit quarterly declarations under penalty of
13 perjury on forms provided by the Board, stating whether there has been compliance with
14 all the conditions of probation. The declarations shall be submitted on or before the 15th
15 of March, June, September and December of each year.

16 C. In the event that Dr. Sheehy violates any term of his probation, his
17 license will be summarily suspended. Alternatively, Dr. Sheehy may surrender his Board
18 license if he admits to misconduct and so stipulates pursuant to A.R.S. § 32-1451(R). If
19 his Board license is revoked or he surrenders his license he shall be prohibited from
20 reapplying for a license for five (5) years.

21
22 **I. DEFINITIONS**

23 **"Medication"** means "prescription-only drug, controlled substance, and over-the
24 counter preparation, other than plain aspirin and plain acetaminophen."

25 **"Emergency"** means "a serious accident or sudden illness that, if not treated

1 immediately, may result in a long-term medical problem or loss of life."

2 **II. TERMS**

3 **1. Participation.** Dr. Sheehy shall promptly enroll in and participate in the
4 Board's confidential substance abuse treatment and rehabilitation program (the "program")
5 in accordance with this Consent Agreement. Dr. Sheehy shall remain in the program for a
6 period of five years from the Consent Agreement's effective date.

7 **2. Group Therapy.** Dr. Sheehy shall attend the program's group therapy
8 sessions one time per week for the duration of this Consent Agreement, unless excused
9 by the group therapist for good cause such as illness or vacation. Dr. Sheehy shall
10 instruct the program group therapist to release to the Board, upon its request, all records
11 relating to his treatment, and to submit monthly reports to the Board regarding attendance
12 and progress. The reports shall be submitted on or before the 10th day of each month.

13 **3. 12 Step or Self-Help Group Meetings.** Dr. Sheehy shall attend ninety (90)
14 12-step meetings or other self-help group meetings appropriate for substance abuse and
15 approved by the Board, for a period of ninety (90) days beginning not later than either (a)
16 the first day following his discharge from chemical dependency treatment or (b) the date of
17 this Consent Agreement.

18 **4.** Following completion of the ninety (90) meetings in ninety (90) days, Dr.
19 Sheehy shall participate in a 12-step recovery program or other self-help program
20 appropriate for substance abuse as recommended by the group therapist and approved by
21 the Board. Dr. Sheehy shall attend a minimum of three (3) 12-step or other self-help
22 program meetings per week.

23 **5. Board-Approved Primary Care Physician.** Dr. Sheehy shall promptly
24 obtain a primary care physician and shall submit the name of the physician to Board staff
25 in writing for approval.

1 6. The Board-approved primary care physician shall be in charge of providing
2 and coordinating Dr. Sheehy's medical care and treatment. Except in an *Emergency*, Dr.
3 Sheehy shall obtain his medical care and treatment only from the Board-approved primary
4 care physician and from health care providers to whom the Board-approved primary care
5 physician refers Dr. Sheehy from time to time. Dr. Sheehy shall request that the Board-
6 approved primary care physician document all referrals in the medical record.

7 7. Dr. Sheehy shall promptly inform the Board-approved primary care physician
8 of his rehabilitation efforts and provide a copy of this Consent Agreement to that physician.
9 Dr. Sheehy shall also inform all other health care providers who provide medical care or
10 treatment that he is participating in the Board's rehabilitation program.

11 8. Medication. Except in an *Emergency*, Dr. Sheehy shall take no *Medication*
12 unless the *Medication* is prescribed by his Board-approved primary care physician or other
13 health care provider to whom the Board-approved primary care physician makes referral.
14 Dr. Sheehy shall not self-prescribe any *Medication*.

15 9. If a controlled substance is prescribed, dispensed, or is administered to Dr.
16 Sheehy by any person other than the Board-approved primary care physician, he shall
17 notify the Board-approved primary care physician in writing within 48 hours. The
18 notification shall contain all information required for the medication log entry specified in
19 paragraph 10. Dr. Sheehy shall request that the notification be made a part of the medical
20 record. This paragraph does not authorize Dr. Sheehy to take any *Medication* other than
21 in accordance with paragraph 8.

22 10. Medication Log. Dr. Sheehy shall maintain a current legible log of all
23 *Medication* taken by or administered to him, and shall make the log available to the Board
24 and its staff upon request. For *Medication* (other than controlled substances) taken on an
25 on-going basis, Dr. Sheehy may comply with this paragraph by logging the first and last

1 administration of the *Medication* and all changes in dosage or frequency. The log, at a
2 minimum, shall include the following:

- 3 a. Name and dosage of *Medication* taken or administered;
- 4 b. Date taken or administered;
- 5 c. Name of prescribing or administering physician;
- 6 d. Reason *Medication* was prescribed or administered.

7 This paragraph does not authorize Dr. Sheehy to take any *Medication* other than in
8 accordance with paragraph 8.

9 **11. No Alcohol or Poppy Seeds.** Dr. Sheehy shall not consume alcohol or any
10 food or other substance containing poppy seeds.

11 **12. Biological Fluid Collection.** During all times that Dr. Sheehy is physically
12 present in the state of Arizona and such other times as board staff may direct, Dr. Sheehy
13 shall promptly comply with requests from Board staff, the group therapist, or the program
14 director to submit to witnessed biological fluid collection. If Dr. Sheehy is directed to
15 contact an automated telephone message system to determine when to provide a
16 specimen, he shall do so within the hours specified by Board staff. For the purposes of
17 this paragraph, in the case of an in-person request, "promptly comply" means
18 "immediately". In the case of a telephonic request, "promptly comply" means that, except
19 for good cause shown, Dr. Sheehy shall appear and submit to specimen collection not
20 later than two hours after telephonic notice to appear is given. The Board in its sole
21 discretion shall determine good cause.

22 **13.** Dr. Sheehy shall provide Board staff in writing with one telephone number
23 which shall be used to contact him on a 24 hours per day/seven days per week basis to
24 submit to biological fluid collection. For the purposes of this section, telephonic notice
25 shall be deemed given at the time a message to appear is left at the contact telephone

1 number provided by Dr. Sheehy. Dr. Sheehy authorizes any person or organization
2 conducting tests on the collected samples to provide testing results to the Board and the
3 program director.

4 14. Dr. Sheehy shall cooperate with collection site personnel regarding biological
5 fluid collection. Repeated complaints from collection site personnel regarding Dr.
6 Sheehy's lack of cooperation regarding collection may be grounds for termination from the
7 program.

8 15. Payment for Services. Dr. Sheehy shall pay for all costs, including
9 personnel and contractor costs, associated with participating in the Monitored
10 Aftercare Program (MAP) at time service is rendered, or within 30 days of each
11 invoice sent to him.

12 16. Examination. Dr. Sheehy shall submit to mental, physical, and medical
13 competency examinations at such times and under such conditions as directed by the
14 Board to assist the Board in monitoring his ability to safely engage in the practice of
15 medicine and compliance with the terms of this Consent Agreement.

16 17. Treatment. Dr. Sheehy shall submit to all medical, substance abuse, and
17 mental health care and treatment ordered by the Board, or recommended by the program
18 director.

19 18. Obey All Laws. Dr. Sheehy shall obey all federal, state and local laws, and
20 all rules governing the practice of medicine in the state of Arizona.

21 19. Interviews. Dr. Sheehy shall appear in person before the Board and its staff
22 and committees for interviews upon request, upon reasonable notice.

23 20. Address and Phone Changes, Notice. Dr. Sheehy shall immediately notify
24 the Board in writing of any change in office or home addresses and telephone numbers.
25 Dr. Sheehy shall provide Board staff at least three business days advance written notice of

1 any plans to be away from office or home for more than five (5) consecutive days. The
2 notice shall state the reason for the intended absence from home or office, and shall
3 provide a telephone number that may be used to contact Dr. Sheehy.

4 **21. Relapse, Violation.** See paragraph A of this Order.

5 **22. Notice Requirements.** Dr. Sheehy shall immediately provide a copy of
6 this Consent Agreement to all hospitals and free standing surgery centers at which Dr.
7 Sheehy has any privileges. Within 30 days of signing this Consent Agreement, Dr.
8 Sheehy shall provide the Board with a signed statement that he has complied with this
9 notification requirement.

10 Dr. Sheehy is further required to notify, in writing, all hospitals and free standing
11 surgery centers at which he has any privileges of a chemical dependency relapse, use of
12 drugs or alcohol in violation of this Consent Agreement and/or entry into a treatment
13 program. Dr. Sheehy shall provide the Board, within seven days of any of these events,
14 written confirmation that he has complied with this notification requirement.

15 **23. Public Record.** This Consent Agreement is a public record.

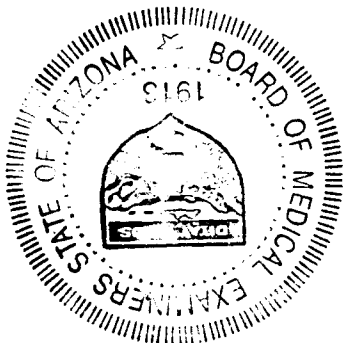
16 **24. Out-of State.** In the event Dr. Sheehy resides or practices medicine in a
17 state other than Arizona, he shall participate in the physician rehabilitation program
18 sponsored by that state's medical licensing authority or medical society. Dr. Sheehy shall
19 cause the other state's program to provide written reports to the Board regarding his
20 attendance, participation, and monitoring. The reports shall be due on or before the 15th
21 day of March and September of each year, until this requirement is terminated in writing by
22 the Board.

23 **25.** This Order supercedes all previous consent agreements and stipulations
24 between the Board and Martin C. Sheehy, M.D.
25

1 DATED this 19 day of July, 2001

2 BOARD OF MEDICAL EXAMINERS
3 OF THE STATE OF ARIZONA

4 (SEAL)



5 By: Tony Adams

6 CLAUDIA FOUTZ
7 Executive Director
8 TOM ADAMS
9 Deputy Director

10 Original of the foregoing sent by ^{F.R.} ~~certified~~ mail this
11 19th day of July, 2001 to:

12 Martin C. Sheehy, M.D.
13 4601 N. 49th Place
14 Phoenix, Arizona 85018-2966

15 Kathleen Miller
16 Coordinator, Monitored Aftercare Program

17 EXECUTED COPY of the foregoing signed Consent Agreement
18 Agreement mailed by certified mail this
19 19th day of July, 2000 to:

20 Martin C. Sheehy, M.D.
21 4601 N. 49th Place
22 Phoenix, Arizona 85018-2966

23 Kathleen Miller
24 Coordinator, Monitored Aftercare Program
25